

TRANSMITTAL FORM

(To be used for all correspondence after initial filing)

Application Number	10/811,576
Filing Date	March 29, 2004
First Named Inventor	Adi A. Scheidemann
Art Unit	2881
Examiner Name	Kiet Tuan Nguyen
Attorney Docket No.	720114.402

ENCLOSURES (check all that apply)											
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This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Application Number 10/811 576

REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS

Application Number	10/811,576	
Filing Date	March 29, 2004	
First Named Inventor	Adi A. Scheidemann	
Art Unit	2881	
Examiner Name	Kiet Tuan Nguyen	
Attorney Docket Number	720114.402	

I hereby revoke all previous powers of attorney given in the above-identified application:											
A Power of Attorney is submitted herewith.											
OR											
☑ I hereby appoint the practitioners at Seed IP Law Group PLLC, Customer Number: 00500											
Please change the correspondence address for the above-identified application to:											
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Applic	ant/Inventor	•									
		d of the entire interest. See 37 CFR 3.73(b) is enclosed									
		cord of the entire interest I/application to be the exclusi			37 CF	R 3.71,					
-		SIGNATURE of Applicant	or Assign	ee of Recor	d						
Signature	1020Both										
Name	William W. Botts, President and CEO										
Date		8/05									
NOTE: Signatu Submit multiple	res of all the in	ventors or assignees of record of than one signature is required, se	the entire inte	rest or their rep	resenta	tive(s) are required.					
*Total of 1 forms are submitted.											

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandría, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandría, VA 22313-1450.

PTO/SB/96 (09-04) Approved for use through 07/31/2006. OMB 0651-0031 U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)

	pplicant/Patent Owner: pplication No./Patent No.: 10/811,576	T UNDER 37 CFR 3.73(b)
MADE	pplicant/Patent Owner: Adi A. Scl	neidemann et al.
A	pplication No./Patent No.: 10/811,570	Filed/Issue Date: March 29, 2004
E	ntitled: ION DETECTOR ARRAY A	SSEMBLY AND DEVICES COMPRISING THE SAME
_	Ol Corporation	a corporation
	(Name of Assignee)	(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
	ates that it is:	
- 1	the assignee of the entire right, title	
2.	an assignee of less than the entire The extent (by percentage) of its or	
in	the patent application/patent identified	above by virtue of either:
		of the patent application/patent identified above. The United States Patent and Trademark Office at which a copy thereof is attached.
В	A chain of title from the inventor(s), current assignee as shown below:	of the patent application/patent identified above, to the
	1. From: Adi A. Scheidemann et a	al. To: Intelligent Ion, Inc.
		ne United States Patent and Trademark Office at which a copy thereof is attached.
	2. From: Intelligent Ion, Inc.	To: Ol Corporation
		ne United States Patent and Trademark Office at which a copy thereof is attached.
	3. From:	То:
		ne United States Patent and Trademark Office at which a copy thereof is attached.
	Additional documents in the chair	n of title are listed on a supplemental sheet.
	Copies of assignments or other docattached.	cuments in the chain of title noted in B above are
		e original assignment document(s)) must be submitted to Assignment e assignment is to be recorded in the records of the USPTO. <u>See</u>
T	ne undersigned (whose title is supplied	below) is authorized to act on behalf of the assignee.
	Signature	<i>θ/35/05</i>
		24.0
	William W. Botts Typed or printed name	President and CEO

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT ("Bill of Sale") is entered into on December 23, 2004 by and between Intelligent Ion, Inc., a Washington corporation ("Seller"), and OI Corporation, an Oklahoma corporation ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with regard to substantially all of Seller's assets pursuant to which Seller has agreed to transfer to Buyer, and Buyer has agreed to acquire, all of Seller's right, title and interest in and to the Assets (as such term is defined in the Asset Purchase Agreement);

NOW THEREFORE, in consideration of the mutual agreements set forth in the Asset Purchase Agreement the parties hereto, intending to be legally bound, hereby agree as follows:

- Section 1. Transfer of Assets. For value received, the adequacy and receipt of which is hereby acknowledged, Seller hereby grants, sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all right, title and interest of Seller in and to the Assets.
- Section 2. Invention and Patent Assignment. In addition to that conveyance set forth in Section 1 above, Seller does hereby sell, assign, and convey unto Buyer all of the Seller's right, title and interest throughout the world in and to all inventions included among the Assets, this assignment including, but not being limited to:
- (a) All applications for patent, issued patents, or like protection on said inventions made by Seller or its legal representatives, whether in the United States of America or any other country or place anywhere in the world, including but not limited to the patent applications identified in Appendix A attached hereto;
- (b) All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;
- (c) All rights of action on account of past, present and future unauthorized use of said Inventions and for infringement of said patents and like protection;
- (d) The right of Buyer to file in its name applications for patents and like protection for said Inventions in any country or countries foreign to the United States; and

(e) All international rights or priority associated with said Inventions, applications for patents, patents and like protection.

Seller covenants that, prior to or at Closing, Seller, its heirs, legal representatives, officers, assigns, and administrators, will execute all papers and perform such other acts, with expenses if any to be paid by Buyer, as may be reasonably necessary to give Buyer, its successors and assigns, the full benefit of this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

- Section 3. Warranties. REFERENCE IS MADE TO THE ASSET PURCHASE AGREEMENT, WHICH SETS FORTH CERTAIN REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH REGARD TO THE ASSETS, AND WHICH ARE INCORPORATED HEREIN AS FULLY AS IF SET FORTH IN THEIR ENTIRETY HEREIN.
- Section 4. Assumption of Certain Obligations. Buyer assumes the Assumed Obligations as set forth in the Asset Purchase Agreement subject to any terms, conditions and limitations set forth in the Asset Purchase Agreement.
- Section 5. Retained Liabilities. Buyer assumes no liability or obligation with-respect to, and Seller retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Seller not specifically assumed by Buyer pursuant to the Asset Purchase Agreement, including without limitation any liabilities or obligations imposed on or incurred by Seller as a result of the transactions contemplated by the Asset Purchase Agreement.
- Section 6. Power of Attorney. Seller hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, for Seller in Seller's name, place and stead, but on behalf and for the benefit of Buyer, (a) to demand, receive and collect from time to time any and all monies, credits, claims, rights due or to become due relating to the Assets and to give receipts and releases for and in respect to the same or any part thereof; (b) to institute and prosecute in the name of Buyer or Seller, for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper and which relate to the Assets; and (c) to collect, assert, or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Assets and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto. Seller hereby declares that the appointment made and the powers herein granted are coupled with an interest and are and shall be irrevocable by it and shall extend to Buyer's successors and assigns.
- Section 7. Further Assurance. From time to time hereafter, but prior to Closing, and without further consideration, Seller shall execute and deliver such additional or further instruments of conveyance, assignment and transfer and take such actions as Buyer may reasonably request in order to more effectively convey and transfer to Buyer the Acquired Assets

sold to Buyer hereunder or as shall be reasonably necessary or appropriate in connection with the carrying out of Seller's obligations hereunder or the purposes of this Bill of Sale.

- Section 8. Successors and Assigns. This Bill of Sale is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
- Section 9. Governing Law. The validity, interpretation, construction, enforcement and performance of this Bill of Sale shall be governed by the internal laws of the State of Texas, without regard to its conflicts of laws principles.
- Section 10. Defined Terms. Capitalized terms that are used herein and not defined herein shall have the meanings set forth in respect thereof in the Asset Purchase Agreement.
- Section 11. Counterparts. This Bill of Sale may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date first written above.

INTELLIGENT ION, INC.

By: Warley W. DASTEZ

Title: PRESTDEN & CEO

OI CORPORATION

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IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date first written above.

INTELLIGENT ION, INC.

Ву:			
		-	
Name:	 <u> </u>	<u> </u>	
Title:	 <u> </u>		

OI CORPORATION

Name: WILLIAM W. BOTTS
Title: PRESIDENT (FO

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APPENDIX A: SCHEDULE OF PATENT APPLICATIONS

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	Inventor(s)	Scheidemann, Adi A.	Moderaw, Mark Vassiliou, Eustathios	Scheidemann, Adi A. McGraw, Mark	Scheidemann, Adi A.	Scheidemann, Adl A.	Dassel, Mark W. Wadsworth, Mark	Vassiliou, Eustathios	Scheldemann, Adl A.	Dassel, Mark Wadsworth, Mark	Scheldemann, Adi A.	Dassel, Mark Wadsworth, Mark	Vassillou, Eustathios								
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